

# **EXHIBIT 8**

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Attorneys for Defendant  
VULCAN MATERIALS COMPANY

**FILED**  
San Francisco County Superior Court

NOV 08 2007

GORDON PARK-LI, Clerk

BY: C. R. E. [Signature]  
Deputy Clerk

CB

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN FRANCISCO

CITY OF MODESTO  
REDEVELOPMENT AGENCY,

Plaintiff,

vs.

THE DOW CHEMICAL COMPANY,  
*et al.*,

Defendants.

CITY OF MODESTO, *et al.*,

Plaintiffs,

vs.

THE DOW CHEMICAL COMPANY,  
*et al.*,

Defendants.

Case Nos. 999345 and 999643

**[PROPOSED] ORDER GRANTING  
VULCAN MATERIALS COMPANY'S  
MOTION FOR DETERMINATION OF  
GOOD FAITH SETTLEMENT**

JCM

Date: November 13, 2007  
Time: 9:30 a.m.  
Dept: 305  
Judge: Hon. John E. Munter

Trial: January 28, 2008

Having considered the papers submitted, the argument of counsel, and good cause appearing, IT IS HEREBY ORDERED that:

Vulcan Materials Company's Motion for Determination of Good Faith Settlement is GRANTED in all respects. The settlement between the Plaintiffs City of Modesto, City of Modesto Redevelopment Agency, City of Modesto Sewer District No. 1, and People of the State

1 of California *ex rel* the City Attorney of Modesto ("Plaintiffs") and defendant Vulcan Materials  
 2 Company ("Vulcan"), as set forth in the written agreement attached as Exhibit A to the  
 3 Declaration of Douglas R. Young in Support of Vulcan Materials Company's Motion for  
 4 Determination of Good Faith Settlement filed in support of the motion, is found to be made and  
 5 entered into in good faith, and shall have the legal effects described in California Code of Civil  
 6 Procedure Sections 877 and 877.6. Specifically, under Section 877, the release and dismissal,  
 7 given in good faith before any judgment, discharge Vulcan from all liability for any contribution  
 8 to any other parties. Specifically, under Section 877.6, this determination by the Court that the  
 9 settlement was made in good faith shall bar any other joint tortfeasor or co-obligor from any  
 10 claims against Vulcan for equitable comparative contribution, implied contractual indemnity, or  
 11 partial or comparative indemnity, based on comparative negligence or comparative fault. The  
 12 settlement amount of \$20,000,000 (Twenty Million Dollars) shall be allocated as set forth in  
 13 Exhibit A, attached hereto, for the purposes of determining the set-offs against any judgment  
 14 entered against the non-settling defendants.

15 IT IS SO ORDERED.

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 17 DATED: November 8, 2007

18 By: John E. Munter  
 19 Hon. John E. Munter  
 20 Superior Court Judge  
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